

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA

CALIFORNIA RIVER WATCH, an IRC
Section 501(c)(3), non-profit, public
benefit corporation, *et al.*,

Case No.: 5:24-cv-00727-AB-DTB

[PROPOSED] CONSENT DECREE AND FINAL JUDGMENT

Plaintiffs,

vs.

DAGGETT COMMUNITY SERVICES DISTRICT,

Defendant.

CONSENT DECREE

WHEREAS, California River Watch (hereinafter “CRW” or “Plaintiff”) is an Internal Revenue Code § 501(c)(3) nonprofit, public benefit corporation organized under the laws of the State of California, dedicated to protecting, enhancing, and helping to restore the surface and ground waters of California including coastal areas, rivers, creeks, streams, wetlands, vernal pools, aquifers and associated environs, biota, flora and fauna, and to educating the public concerning environmental issues associated with these environs;

WHEREAS, Daggett Community Services District (hereinafter “DCSD” “Daggett” or “Defendant”) is a special-purpose government district organized on March 25, 1957 to provide water distribution, fire, park and streeting lights for customers in its service area that is located in unincorporated San Bernardino County. Daggett provides water to approximately 183 customers from one operational well, Well 7. Daggett is governed by an elected Board of Directors. Daggett is considered to be a small “supplier of water” as defined under the federal Safe Drinking Water Act (“SDWA”; 42 U.S.C. § 300f *et seq.*) in 42 U.S.C. § 300f(5) and 40 C.F.R. § 121.2, and owns and operates a “public water system,” as defined by 42 U.S.C. § 300f(4) and 40 C.F.R. § 141.2 and permitted by the California State Water Resources Control Board (“State Water Board”) under California Water System No. CA3600086;

WHEREAS, on or about September 11, 2023, CRW through its authorized representative issued a Notice of Intent to file suit (“60-Day Notice”), and on or about March 25, 2024, CRW issued a Supplemental Notice of Intent to file suit (“Supplemental 60-Day Notice”) to Defendant, the Administrator of the United States Environmental Protection Agency (“EPA”), the Regional Administrator of EPA Region IX, the Executive Director of the State Water Board , and the Attorney General of the State of California, alleging violations of the SDWA (collectively, “Notices”);

1 **WHEREAS**, on April 8, 2024 CRW filed its initial Complaint against Daggett
2 in this Court, Civil Case No. 5:24-cv-00727-AB-DTB, and with co-Plaintiff Lodging
3 Enterprises, LLC filed a First Amended Complaint on June 12, 2024, and a Second
4 Amended Complaint (“SAC”) on January 6, 2025. The Second Amended Complaint
5 is the operative complaint.

6 **WHEREAS** CRW contends it has standing to prosecute this Action; Daggett
7 disagrees;

8 **WHEREAS**, Daggett denies all allegations in the Notices and the Second
9 Amended Complaint and reserves all rights and defenses with respect to such
10 allegations and claims;

11 **WHEREAS**, in June 2024 a feasibility study was prepared for Daggett to
12 assess potential alternatives to address identified deficiencies with its existing water
13 distribution system, including water supply reliability, water quality concerns, and
14 aging infrastructure. Full physical consolidation with Golden State Water Company
15 (“Golden State”) was determined to be the only feasible alternative.

16 **WHEREAS**, CRW and Daggett (collectively “Settling Parties”) agree that it is
17 in their mutual interest to enter into a Consent Decree setting forth terms and
18 conditions appropriate to resolving CRW's concerns about Daggett's SDWA
19 compliance, including the allegations and claims set forth by CRW in the Notices and
20 Second Amended Complaint without further proceedings; and

21 **WHEREAS**, all actions taken by Daggett pursuant to this Proposed Consent
22 Decree shall be made in compliance with all applicable federal, state, and local rules
23 and regulations.

24 **NOW, THEREFORE, IT IS HEREBY STIPULATED BETWEEN THE**
25 **SETTLING PARTIES AND ORDERED AND DECREED BY THE COURT AS**
26 **FOLLOWING:**

27 1. Subject matter jurisdiction is conferred upon this Court by SDWA
28 §1449(a), 42 §300j-8(a), which states in part,

any person may commence a civil action on his own behalf against . . . any person . . . who is alleged to be in violation of any requirement prescribed by or under [SDWA] . . . The United States district courts shall have jurisdiction, without regard to the amount in controversy or the citizenship of the parties, to enforce in an action brought under [SWDA] any requirement prescribed by or under [SWDA]

2. For purposes of SDWA §1449(a), “the term ‘person’ means an individual, corporation, [or] association... .” under SDWA §1401(12), 42 U.S.C. §300f(12).

3. All violations and activities complained of occurred within the public water system owned and operated by Daggett.

4. This Court shall retain jurisdiction over this action for purposes of interpreting, modifying, or enforcing the terms of this Consent Decree, or as long thereafter as necessary for the Court to resolve any motion to enforce this Consent Decree, but only regarding issues raised within the five (5) year term of this Consent Decree.

OBJECTIVES

5. It is the express purpose of the Settling Parties through this Consent Decree to further the objectives of the SDWA, and to resolve all issues alleged by CRW in its Notices and Second Amended Complaint. These objectives include compliance with the provisions of this Consent Decree and compliance with all terms and conditions of the SDWA .

6. In light of these objectives and as set forth fully below, the Settling Parties agree to comply with the provisions of this Consent Decree, and all applicable sections of the SDWA.

CONSENT DECREE TERM

Effective Date and Term of Consent Decree

7. Effective Date. The Effective Date of this Consent Decree shall be the date of entry by the Court.

1 8. Term & Termination. This Consent Decree shall terminate five (5) years
2 from the Effective Date, or upon the date Daggett ceases to serve water from its well,
3 if earlier.

COMMITMENTS OF THE SETTLING PARTIES

5 9. Daggett will request that the State Water Board and the State Water
6 Board appointed administrator for Daggett's water system notify CRW by including it
7 on any public distribution list for any public meetings or public communications
8 involving the administration of Daggett's water operation.

9 10. Daggett will further request that the State Water Board and the
10 administrator appointed over Daggett's water system notify CRW by including it on
11 any public distribution list for any public meetings or public communications related
12 to the planned consolidation with Golden State.

13 11. Daggett agrees that it will continue actively pursuing a consolidation of
14 its water operation with Golden State to address a variety of issues including water
15 quality, and will make good faith efforts and take actions within its reasonable control
16 to achieve the consolidation as soon as practicable. CRW acknowledges that the final
17 decision to consolidate requires approval of the Daggett Board of Directors at a
18 public meeting held in compliance with the Ralph M. Brown Act, the approval of
19 Golden State, and approval by the State Water Board, and that this Consent Decree
20 cannot require the Daggett Board of Directors to agree to vote in favor of
21 consolidation at a subsequent meeting. Further, consolidation is contingent upon
22 satisfactory engineering analysis, compliance with the California Environmental
23 Quality Act and National Environmental Policy Act (if deemed applicable),
24 continued funding, approval by the Local Agency Formation Commission for San
25 Bernardino County to adjust service boundaries, water service and asset agreements
26 between Daggett and Golden State, approval of new or expanded water rates, possible
27 approval by the California Public Utilities Commission, and construction of the
28 distribution infrastructure. It is anticipated that full physical consolidation of

¹ || Daggett's water operation with Golden State will take approximately five years.

2 12. Until full physical consolidation is achieved Daggett will make good
3 faith efforts to apply for grants to provide bottled water in its service area.

LITIGATION FEES AND COSTS

13. Attorneys' Fees and Costs. Within thirty (30) calendar days after the
Effective Date of this Consent Decree, Daggett shall pay CRW the sum of One
Hundred Five Thousand Dollars (\$105,000.00) as reimbursement for CRW's
investigative and attorneys' fees and costs incurred, including any future costs and
fees incurred by CRW in the implementation of this Consent Decree. Payment shall
be made in the form of a single check payable to "California River Watch" and
mailed to the Law Office of Jack Silver, 708 Gravenstein Highway North, #407,
Sebastopol, CA 95472. Said payment shall constitute full and complete satisfaction of
all costs and attorneys' fees incurred by CRW that have been or could have been
claimed in connection with this matter up to and including the Effective Date of this
Consent Decree, and for CRW's expert's and attorneys' fees and costs for monitoring
and enforcing Daggett's compliance with the ongoing obligations under this Consent
Decree up to and including the Termination Date.

18 14. CRW shall provide its W-9 to Daggett prior to transmittal of payment in
19 paragraph 13 above.

MUTUAL RELEASE OF LIABILITY AND COVENANT NOT TO SUE

15. Settling Parties' Waiver and Release. In consideration of the above,
upon the Effective Date of this Consent Decree, and except as otherwise provided by
this Consent Decree, the Settling Parties hereby and forever fully release each other
and their respective officers, directors, agents, representatives, successors, members,
and assigns from any and all claims, liabilities, damages, injuries, actions or causes of
action, either at law or in equity, that were or could have been raised based on the
facts alleged in the Notices and Second Amended Complaint. The release provided
for herein shall be valid and effective whether the claims, causes of action, or

1 liabilities hereby released (i) were known or unknown, suspected, or unsuspected, (ii)
2 were based in contract, tort, statute, regulation, or otherwise, or (iii) arise at law or in
3 equity. The Settling Parties acknowledge that they are familiar with Section 1542 of
4 the California Civil Code, which provides as follows:

5 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS
6 THAT THE CREDITOR OR RELEASING PARTY DOES NOT
7 KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT
8 THE TIME OF EXECUTING THE RELEASE AND THAT, IF
9 KNOWN BY HIM OR HER WOULD HAVE MATERIALLY
AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR
OR RELEASED PARTY.

10
11 The Settling Parties hereby waive and relinquish any rights or benefits they may have
12 under California Civil Code Section 1542 with respect to any other claims against
13 each other arising from, or related to, the allegations and claims as set forth in the
14 Notices and Second Amended Complaint.

15 16. Agreement Not to Sue. As of the Effective Date of this Consent Decree
16 CRW agrees that neither CRW, its officers, executive staff, members of its governing
17 board, nor any organization under the control of or affiliated with CRW, its officers,
18 executive staff, members of its governing board, will file any lawsuit against Daggett
19 seeking relief for alleged violations of the SDWA based on the facts alleged in the
20 Notices, Daggett's Consumer Confidence Reports published during the pendency of
21 this Action, and the Second Amended Complaint. CRW further agrees that, beginning
22 on the Effective Date CRW will not support other lawsuits, or assist in the
23 preparation of SDWA notices or claims, by providing financial assistance, personnel
24 time, or other affirmative actions against Daggett that may be proposed by other
25 groups or individuals who would rely upon the provisions of the SDWA to challenge
26 compliance with the SDWA with respect to Daggett's operations as a supplier of
27 water and owner of a public water system, based on the facts alleged in the Notices,
28 Daggett Consumer Confidence Reports published during the pendency of this Action,

1 and the Second Amended Complaint.

2 17. No Admission of Liability. The Settling Parties enter into this Consent
3 Decree for the purpose of avoiding prolonged and costly litigation. This Consent
4 Decree shall not, for any purpose, be considered a concession that CRW has standing
5 to bring this lawsuit or an admission of liability or responsibility by Daggett, nor shall
6 the implementation of remedial actions or payment of any sum of money in
7 consideration for the execution of this Consent Decree constitute or be construed as
8 an admission of liability or responsibility by Daggett which expressly denies any such
9 liability, responsibility, or wrongdoing. Daggett maintains and reserves all defenses
10 that it may have to any alleged violations that may be raised in the future.

11 18. Force Majeure. Daggett shall not be deemed to be in default or breach
12 of this Consent Decree by reason of any event which constitutes a force majeure. A
13 force majeure event is defined as any event arising from causes beyond the
14 reasonable control of Daggett or its contractors that delays or prevents performance
15 including, without limitation, acts of God, acts of war, acts of terrorism, criminal acts,
16 civil disturbance, vandalism, fire, explosion, extraordinary weather events, restraint
17 by court order or public authority, or other causes beyond Daggett's reasonable
18 control.

19 19. Dispute Resolution. This Court shall retain jurisdiction over this matter
20 for the term of this Consent Decree for the purposes of enforcing its terms and
21 conditions, and adjudicating all disputes among the Settling Parties that may arise
22 under the provisions of this Consent Decree. The Court shall have the power to
23 enforce this Consent Decree with all available legal and equitable remedies, including
24 contempt.

25 20. Meet and Confer. Either party to this Consent Decree may invoke the
26 dispute resolution procedures of this Section 17 by notifying the other party in
27 writing of the matter(s) in dispute and of the disputing party's proposal for resolution.
28 The Settling Parties shall then meet and confer in good faith (either telephonically or

1 in person) within ten (10) business days after the date of the notice in an attempt to
2 fully resolve the dispute no later than thirty (30) calendar days from the date of the
3 notice.

4 21. Settlement Conference. If the Settling Parties cannot resolve the dispute
5 within thirty (30) days after the meet and confer described in paragraph 17, the
6 Settling Parties agree to request a settlement meeting or conference before the
7 Magistrate Judge assigned to this action.

8 22. Motion. In the event the Settling Parties cannot resolve the dispute
9 within sixty (60) days after the initial settlement meeting or conference with the
10 Magistrate Judge, the Settling Parties agree that the dispute may be submitted to the
11 Magistrate Judge by motion for adjudication and recommendation to the District
12 Court.

13 23. Notices. All notices, consents, approvals, requests, demands and other
14 communications (collectively, “Notice”) which the Settling Parties are required to, or
15 desire to serve upon or deliver to each other shall be in writing and shall be given by
16 electronic mail (preferred) or by certified United States mail, return receipt requested,
17 addressed as set forth below:

18 If to CRW: Jack Silver
19 LAW OFFICE OF JACK SILVER
20 708 Gravenstein Highway North, #407
Sebastopol, CA 95472
21 lhm2843@sbcglobal.net

22 If to Daggett: Daggett Community Services District
23 Attn: General Manager and Board of Directors
24 33703 Second Street
25 P.O. Box 308
Daggett, CA 92327-0308

26 COPY TO: Rosslyn Hummer, Esq.
27 HANSON BRIDGETT, LLP
28 777 S. Figueroa St. Suite 4200
Los Angeles, CA 90017
bhummer@hansonbridgett.com

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2 Alene Taber, Esq.
3 ALENE TABER LAW, APC
4 1820 W Orangewood Ave, Suite 105
Orange, CA 92868-5052
alene@alenetaberlaw.com
5

6 David A. Fike, Esq.
7 Fike & Boranian
8 401 Clovis Ave., Suite 202
Clovis, CA 93512
dfike@fikeboranianlaw.com
9

10 The foregoing addresses may be changed by Notice given in accordance with
11 this Section. Any Notice sent by certified mail shall be deemed received two (2) days
12 after the date of mailing. Any Notice sent by electronic mail shall be deemed received
13 upon electronic transmission thereof provided sender does not receive electronic
14 notice of non-delivery. If the date of delivery or receipt of any Notice to be given
15 hereunder falls on a weekend or legal holiday, then such date of receipt shall
16 automatically be deemed extended to the next business day immediately following
17 such weekend or holiday for purposes of calculating time periods commencing upon
18 the date of service. In the case of a Force Majeure, the days for which the Force
19 Majeure is in place for any portion of the day shall toll the Notice period(s) under this
20 Consent Decree.

21 24. Attorneys' Fees. Other than the payment to CRW under Section 13,
22 each Party shall bear its own past and future attorneys' fees and costs relating to the
23 subject matter of this Consent Decree.

24 25. Construction. This Consent Decree shall be construed according to its
plain and ordinary meaning except as to those terms defined in the SDWA, or
26 specifically herein.

27 26. No Assignments. Each Party to this Consent Decree represents and
28 warrants that it has not assigned, transferred, hypothecated, or sold to any third

1 person or entity, any of the rights or obligations released by or entered into under this
2 Consent Decree. The Settling Parties agree that the rights and obligations established
3 by this Consent Decree shall not be assigned, and any such assignment by a Party is
4 invalid.

5 27. Golden State is not a party to this Consent Decree and is not bound by it.

6 28. Counterparts/Signatures. This Consent Decree may be executed in
7 multiple counterparts, each of which shall evidence one and the same agreement. The
8 Settling Parties' signatures to this Consent Decree transmitted by electronic mail
9 transmission shall be deemed original and binding.

10 29. Headings. The headings used in this Consent Decree are for
11 convenience of reference and shall not be used to define any provision.

12 30. Full Settlement. This Consent Decree constitutes the full and final
13 settlement of this matter.

14 31. Integration Clause. This is an integrated Consent Decree. This Consent
15 Decree is intended to be a full and complete statement of the terms of the agreement
16 between the Settling Parties and expressly supersedes any and all prior oral or written
17 agreements, covenants, representations, and warranties (express or implied)
18 concerning the subject matter of this Consent Decree.

19 32. Modification of the Consent Decree. Unless otherwise agreed to in
20 writing by the Settling Parties, this Consent Decree, and any provisions herein, may
21 not be changed, waived, discharged, or terminated unless by a written instrument,
22 signed by the Settling Parties and approved by the Court. Any request to modify any
23 provision of this Consent Decree, including but not limited to any deadline(s) set
24 forth herein, must be made in writing at least fourteen (14) days before the existing
25 deadline(s) applicable to the provision(s) proposed to be modified.

26 33. Severability. The invalidity or unenforceability of any provision of this
27 Consent Decree shall in no way affect the validity or enforceability of any other
28 provision.

34. Choice of Law. The laws of the United States shall govern this Consent Decree.

35. Negotiated Settlement. The Settling Parties have negotiated this Consent Decree, and agree that it shall not be construed against the party preparing it, but shall be construed as if the Settling Parties jointly prepared this Consent Decree, and any uncertainty and ambiguity shall not be interpreted against any one party.

36. Authority. Each person signing this Consent Decree on behalf of an entity represents and warrants that he or she has actual authority and capacity to execute the Consent Decree on behalf of the entity and to bind it to all of the terms.

The Settling Parties hereto enter into this Consent Decree and submit it to the Court for its approval and entry as final judgment.

IN WITNESS WHEREOF, the undersigned have executed this Consent Decree as of the date first set forth below.

APPROVED AS TO CONTENT:

CALIFORNIA RIVER WATCH

By: s/ Larry Hanson Dated: September 6, 2025
Larry Hanson, Board President

DAGGETT COMMUNITY SERVICES DISTRICT

By: s/ Robert Whipple Dated: September 10, 2025
Robert Whipple, Board President

APPROVED AS TO FORM:

LAW OFFICE OF JACK SILVER

By: s/Jack Silver Dated: September 5, 2025
Jack Silver
Attorneys for California River Watch

1 LAW OFFICE OF DAVID WEINSOFF

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By: s/ David J. Weinsoff

Dated: September 5, 2025

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David J. Weinsoff

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Attorneys for California River Watch

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HANSON BRIDGETT LLP

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By: s/ Rosslyn Hummer

Dated: September 9, 2025

9

Rosslyn Hummer

10

Attorneys for Daggett Community Services District

ALENE TABER LAW, APC

11

By: s/ Alene Taber

Dated: September 10, 2025

12

Alene Taber

13

Attorneys for Daggett Community Services District

14

Good cause appearing therefore,

IT IS SO ORDERED.

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FINAL JUDGMENT

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Upon approval and entry of this Consent Decree by the Court, this Consent
Decree shall constitute a **FINAL JUDGMENT** between California River Watch and
Daggett Community Services District.

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Dated: October 1, 2025



HON. ANDRÉ BIROTTÉ JR.
UNITED STATES DISTRICT JUDGE

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